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COMPANIES FORM No 395

116595/13

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the 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

04493876

Name of Company

Black Hill Wind Farm Limited (the "Company")

Date of creation of the charge

26 January 2007 ✓ 15/1/07

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

Variation of a Standard Security (the "Security Document") dated 15 January 2007 made between
The Bank of Tokyo-Mitsubishi UFJ, Ltd. and the Company. which was

presented for registration in Scotland

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Bank of Tokyo-Mitsubishi UFJ, Ltd. as security agent (the "Security Agent") on behalf

of the Secured Creditors and its successors and assignees in that capacity from time to time.

2nd Floor, 12-15 Finsbury Circus, London

Postcode

EC2M 7BT

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

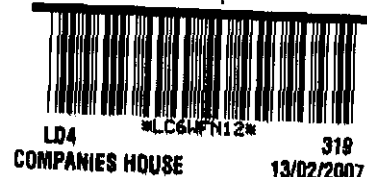
Please return
via
CH London Courier

Ref: John Pickett (Ext. 5926)

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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 (note 3)

Nil

Signed *Winklaters.*

Date 13 February 2007

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

[†] Delete as appropriate

Note

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, e.g. "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 including 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. 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

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Name of Company

Black Hill Wind Farm Limited

Company Number

04493876

Amount secured by the mortgage or charge

7
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The "**Liabilities**", as varied by the Security Document, as meaning all present and future moneys, debts and liabilities due, owing, accrued (whether or not due at such time) 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 whether or not matured and whether as principal, surety or otherwise), and includes, but is not limited to, any such moneys, debts or liabilities arising in connection with any Future Wind Farm (or Financing Costs in respect thereof) or any wind farm project which the parties agree to treat as a Future Wind Farm for the purposes of the Common Terms Agreement whether or not such Future Wind Farm (or wind farm project) is known to, or contemplated by, the parties at the date hereof and whether or not such Future Wind Farm (or wind farm project) complies in all or any respects with the Investment Criteria or is included in the Portfolio in compliance with the provisions of the Finance Documents.

Short particulars of all the property mortgaged or charged**1 Standard Security**

The Company, as continuing security for the payment and discharge of the Liabilities, grants a standard security in favour of the Security Agent as trustee for the Secured Creditors over:

- 1.1 Charged Property:** The Chargor's interest in the Lease (the "Lease") granted by Mrs Christine Marianna Gay Rodger and Andrew Grieve Rodger in favour of the Chargor dated Nineteenth and Twenty fifth October Two Thousand and five and registered, on 14 November 2005, in the Land Register and in the Books of Council and Session of ALL and WHOLE (First) the Turbine Sites shown outlined in red on the plan annexed and executed as relative to the Original Security Document (the "Plan"), (Second) the Electricity Sub-Station site shown coloured pink on the Plan, (Third) the Anemometer Site shown hatched green on the Plan, (Fourth) the New Access Roads shown coloured red on the Plan, and (Fifth) the Existing Access Roads shown coloured orange on the Plan, which leased subjects (First), (Second), (Third), (Fourth) and (Fifth) form part of those subjects shown coloured red and green on the plan annexed to the disposition by Colonel The Honourable Thomas George Breadalbane Morgan Grenville Gavin of Langton in favour of George Wilson recorded in the Division of the General Register of Sasines applicable to the County of Berwick on Sixteenth August Nineteen hundred and twenty two.

Note (1): In this Form, except to the extent that the context requires otherwise:

"**Account Bank**" means BNP Paribas, the Royal Bank of Scotland plc and/or Ulster Bank as the case may be or any other person appointed as such under the agreement dated on or around 22 March 2005 and entered into between each Obligor, the Facility Agent and the Account Bank in relation to the operation of the Project Accounts.

"**Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970, as amended from time to time.

"**Altahullion**" means the 26 MW wind farm owned by Altahullion Wind Farm Limited operating at Altahullion, near Dungiven, County Londonderry, Northern Ireland and Altahullion II.

"**Altahullion II**" means the 11.7 MW wind farm owned by Altahullion Wind Farm Limited to be constructed adjacent to the existing Altahullion site.

"**Anemometer Site**" means the site hatched green on the Plan.

"**Borrowers**" means:

- (a) WFH;
- (b) CEPE du Souleilla s.a.r.l.;
- (c) CEPE du Haut Cabardès s.a.r.l.;
- (d) CEPE du Haut Cabardès s.a.r.l.;
- (e) CEPE des Claves s.a.r.l.;
- (f) CEPE du Haut-Languedoc s.a.r.l.;
- (g) CEPE de Cuxac s.a.r.l.; and

any Future Wind Farm Company which is the borrower under any Facility (or such other person as may be the borrower in respect of any Facility entered into in respect of such Future Wind Farm Company, if not already referred to above),

and "**Borrower**" shall mean any of them.

Short particulars of all the property mortgaged or charged

"Cark" means the 15 MW wind farm owned by Cark Limited operating at Letterkenney, County Donegal, Republic of Ireland.

"Cash Pooling and Intercompany Loan Agreement" means the agreement of that name entered into on or about 22 March 2005 between each of the Obligors.

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Charged Property" means the Charged Property described as such in the particulars of property mortgaged or charged;

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Fixed and Floating Security Document.

"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.

"Chargor" means the Company.

"Common Terms Agreement" as varied by the Security Document, means the common terms and definitions agreement dated 22 March 2005 among RES Wind Farm Holdings Limited, Company Number 04913482 and others as Obligors, Altahullion Wind Farm Limited, Company Number NI043481 and others as Obligors, The Bank of Tokyo-Mitsubishi UFJ, Ltd., BNP Paribas and Royal Bank of Canada, as Lead Arrangers, the Financial Institutions referred to therein as Lenders and The Bank of Tokyo-Mitsubishi UFJ, Ltd as Facility Agent and Security Agent.

"Compensation Account" means the account named **"Compensation Account"** and held by each Borrower at the relevant Account Bank.

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

"Direct Agreements" means:

(a) in respect of each Construction Project (as defined in the Common Terms Agreement):

- (i) a direct agreement in respect of the EPC Contract (as defined in the Common Terms Agreement) and the EPC Guarantee (as defined in the Common Terms Agreement) in the RES Standard Form (as defined in the Common Terms Agreement);
- (ii) a direct agreement in respect of the OMW Agreement (as defined in the Common Terms Agreement) in the RES Standard Form;
- (iii) a direct agreement in respect of the OMM Agreement (as defined in the Common Terms 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 (as defined in the Common Terms Agreement):

- (i) a direct agreement in respect of the OMW Agreement; and
- (ii) a direct agreement in respect of the OMM Agreement in the RES Standard Form;

Short particulars of all the property mortgaged or charged

- (c) in respect of each Obligor, a direct agreement in respect of the Asset Management Services Agreement (as defined in the Common Terms Agreement);
- (d) in respect of the PPAs (as defined in the Common Terms Agreement) with E-ON UK PLC, 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) direct agreements with Viridian Energy Supply Limited, Electricité de France and Electricity Supply Board of Ireland or, to the extent required under clause 23.11, any other counterparty to a Material Project Document;
- (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.

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

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

"Electricity Sub-Station" means the site outlined in pink on the Plan.

"Existing Access Roads" means the roads coloured orange on the Plan.

"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, the Tranche I Facility, the Tranche J Facility, the Tranche K Facility, the Tranche L Facility and the Tranche M 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;
- (i) the Tranche J Facility Agreement;
- (j) the Tranche K Facility Agreement;
- (k) the Tranche L Facility Agreement;

Short particulars of all the property mortgaged or charged

- (l) the Tranche M Facility Agreement; and
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) the equity contribution agreement dated 22 March 2005 and entered into between, amongst others, each Obligor, the Security Agent, the Shareholders and Sir Robert McAlpine Enterprises Limited and any equity contribution agreement in respect of a Future Construction Wind Farm in substantially the same form;
- (d) the documents listed in Schedule 13 (*Security Documents*) of the Common Terms Agreement to be given by the Obligors and the Shareholders and any documents entered into to create, or otherwise in connection with any 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.; ;
- (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 dated on or around the same date as the Common Terms Agreement and entered into between each Obligor and the Facility Agent in relation to the operation of the Project Accounts;
- (i) the account bank agreement dated on or around 22 March 2005 and entered into between each Obligor, the Facility Agent and the Account Bank in relation to the operation of the Project Accounts;
- (j) the Accounts Operating Mandate as defined in the account bank agreement dated on or around 22 March 2005 and entered into between each Obligor, the Facility Agent and the Account Bank in relation to the operation of the Project Accounts;
- (k) the intercreditor deed dated on or around 22 March 2005 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;

Short particulars of all the property mortgaged or charged

- (l) each Transfer Agreement;
- (m) each letter issued to the Royal Bank of Scotland plc and/or Ulster Bank as the case may be (and copied to the Facility Agent, dated on or about 22 March 2005) by the relevant account holder;
- (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

in each case, as amended from time to time

"Finance Parties" means the Facility Agent, the Lead Arrangers, the Security Agent, each Hedging Bank, the Account Bank and the Royal Bank of Scotland plc and/or Ulster Bank as the case may be, any arranger in respect of any Future Debt and the Lenders and **"Finance Party"** means any one of them.

"Financing Costs" means any amount payable by the Obligors under the Finance Documents.

"Fixed and Floating Security Document" means the Fixed and Floating Security Document dated 27 October 2005 granted by the Company in favour of the Security Agent.

"Forss" means the 2 MW wind farm owned by the Company operating at Caithness, Scotland and Forss II.

"Forss II" means the 5 MW Wind Farm owned by Forss Wind Farm Limited to be constructed adjacent to the existing Forss site.

"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.

"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" means any Facility provided under a Future Facility Agreement.

"Future Facility Agreement" means any facility agreement entered into in accordance with clause 4.2 (*Future Lenders and Future Facilities*) of the Common Terms Agreement by any Future Wind Farm Company.

Short particulars of all the property mortgaged or charged

"Future Lenders" means any lenders party to any Future Facility Agreement.

"Future Wind Farm" means a wind farm in the Portfolio other than those listed in paragraphs (a) – (n) (inclusive) of the definition of Wind Farms.

"Future Wind Farm Company" means a single purpose company which owns any Future Wind Farm.

"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 interest rate hedging strategy as set out in Schedule 5 (*Hedging Strategy*) of the Common Terms Agreement and incorporating a schedule complying in all material respects with Schedule 5 (*Hedging Strategy*) of the Common Terms Agreement and provided that, for the purposes of the Common Term 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 dated on or around 22 March 2005 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*) of the Common Terms Agreement, 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 UFJ, 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 Wind Farm" means the 13.2 MW wind farm owned by Lendrum's Bridge Wind Farm Limited operating between Fivemiletown and Fintona, County Tyrone, Northern Ireland.

Short particulars of all the property mortgaged or charged

"Lock-Up Account" has the meaning given to that term in the accounts agreement dated on or around the same date as the Common Terms Agreement and entered into between each Obligor and the Facility Agent in relation to the operation of the Project Accounts.

"Lough Hill" means the 7.8 MW wind farm owned by Lough Hill Wind Farm Limited to be constructed on Lough Hill, Drumquin, County Tyrone, Northern Ireland.

"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 (as defined in the Common Terms Agreement) 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 Drimoleague, 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.

"New Access Roads" means the roads coloured red on the Plan.

"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.

"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.

"Original Security Document" means the Standard Security dated 27 October 2005 made between The Bank of Tokyo Mitsubishi UFJ, Ltd. (formerly The Bank of Tokyo Mitsubishi, Ltd.) and the Company and registered in the Land Register for Scotland on 14 November 2005.

"Plan" means the plan annexed and executed as relative to the Original Security Document.

"Portfolio" means the portfolio comprising all the Wind Farms from time to time.

"Power Company" means SP Distribution Limited and its successors and assignees in connection with the Offer comprised in the Project Documents.

"PPA Counterparty" means Electricité de France, Electricity Supply Board of Ireland, Viridian, Northern Ireland Electricity plc, E-ON UK PLC, Scottish Power, SSE or any other counterparty to a PPA, as the case may be.

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

"Projects" means the Construction Projects and the Operational Projects (both as defined in the Common Terms Agreement) and **"Project"** shall mean any of them.

Short particulars of all the property mortgaged or charged

"Project Accounts" means:

- (a) the account named Disbursement Account and held by WFH or a Project Company developing a Construction Project (as defined in the Common Terms Agreement) and held at the relevant Account Bank (s);
- (b) the Proceeds Account(s);
- (c) the account named Debt Service Reserve Account and held by WFH at the relevant Account Bank;
- (d) the Distribution Account(s);
- (e) the Compensation Account(s);
- (f) the account named Collection Account and held by WFH at the relevant Account Bank;
- (g) the Lock-up Account;
- (h) the account named Equity Escrow Account held by a Borrower at the relevant Account Bank ; and
- (i) the account named VAT Proceeds Account(s) and held by a Borrower or a Project Company developing a Construction Project (as defined in the Common Terms Agreement) and held at the relevant Account Bank;

in each case as further defined in the accounts agreement dated on or around the same date as the Common Terms Agreement and entered into between each Obligor and the Facility Agent in relation to the operation of the Project Accounts.

"Project Companies" means each of:

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

Short particulars of all the property mortgaged or charged

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.

"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 dated on or around 22 March 2005 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).

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd. or any other person appointed security agent in accordance with the intercreditor deed dated on or around 22 March 2005 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.

"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 (as defined in the Common Terms Agreement);
- (c) any right of set-off, whether it is created by agreement or by operation of Law; and

any other proprietary interest created or arrangement entered into in relation to Financial Indebtedness which has the commercial effect of creating security for it.

"Shareholders" means:

- (a) in respect of WFH, RES-Gen Ltd, a limited liability company incorporated in England and Wales with registered number 04913485; 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.

"Souleilla and Corbières" means the 20.8 MW (total) wind farm owned by CEPE due Souleilla s.a.r.l. operating at two sites in Treilles, in the Aude region, France.

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

Short particulars of all the property mortgaged or charged

"Standard Conditions" means the standard conditions as specified in Schedule 3 to the Act and any variation of the same at law from time to time.

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

"Taurbeg" means the 25.3 MW wind farm owned by Taurbeg Limited to be constructed near Newmarket, County Cork, Republic of Ireland.

"Tranche A Facilities" means the term loan facilities made or to be made available to WFH under the WFH Facility Agreement .

"Tranche B Facility" means the term loan facility to be made available to CEPE du Souleilla s.a.r.l. under the Tranche B Facility Agreement.

"Tranche B Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE du Souleilla s.a.r.l. and the Lenders.

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

"Tranche C1 Facility" means the term loan facility to be made available to CEPE du Haut Cabardès s.a.r.l. under the Tranche C Facility Agreement.

"Tranche C2 Facility" means the VAT Facility to be made available to CEPE du Haut Cabardès s.a.r.l. under the Tranche C Facility Agreement.

"Tranche C Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE du Haut Cabardès s.a.r.l. and the Lenders.

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

"Tranche D1 Facility" means the term loan facility to be made available to CEPE du Haut Cabardès s.a.r.l. under the Tranche D Facility Agreement.

"Tranche D2 Facility" means the VAT Facility to be made available to CEPE du Haut Cabardès s.a.r.l. under the Tranche D Facility Agreement.

"Tranche D Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE du Haut Cabardès s.a.r.l. and the Lenders.

"Tranche E Facility" means the term loan facility to be made available to WFH under the Tranche E Facility Agreement.

"Tranche E Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between WFH and the Lenders.

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

"Tranche F1 Facility" means the term loan facility to be made available to CEPE des Claves s.a.r.l. under the Tranche F Facility Agreement.

"Tranche F2 Facility" means the VAT Facility to be made available to CEPE des Claves s.a.r.l. under the Tranche F Facility Agreement.

Short particulars of all the property mortgaged or charged

"Tranche F Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE des Claves s.a.r.l. and the Lenders.

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

"Tranche G1 Facility" means the term loan facility to be made available to CEPE du Haut-Languedoc s.a.r.l. under the Tranche G Facility Agreement.

"Tranche G2 Facility" means the VAT Facility to be made available to CEPE du Haut-Languedoc s.a.r.l. under the Tranche G Facility Agreement.

"Tranche G Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE du Haut-Languedoc s.a.r.l. and the Lenders.

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

"Tranche H1 Facility" means the term loan facility to be made available to CEPE de Cuxac s.a.r.l. under the Tranche H Facility Agreement.

"Tranche H2 Facility" means the VAT Facility to be made available to CEPE de Cuxac s.a.r.l. under the Tranche H Facility Agreement.

"Tranche H Facility Agreement" means the facility agreement dated on or about the date of the Common Terms Agreement between CEPE de Cuxac s.a.r.l. and the Lenders.

"Tranche I Facility" means the multi-currency syndicated debt service facility to be made available to WFH under the WFH Facility Agreement.

"Tranche J Facilities" means the Tranche J1 Facility and the Tranche J2 Facility and the **"Tranche J Facility"** shall mean either of them.

"Tranche J1 Facility" means the term loan facility to be made available to WFH under the Tranche J Facility Agreement.

"Tranche J2 Facility" means the VAT Facility to be made available to WFH under the Tranche J Facility Agreement.

"Tranche J Facility Agreement" means the facility agreement dated the date of the Security Document between WFH and the Lenders.

"Tranche K Facilities" means the Tranche K1 Facility and the Tranche K2 Facility and the **"Tranche K Facility"** shall mean either of them.

"Tranche K1 Facility" means the term loan facility to be made available to WFH under the Tranche K Facility Agreement.

"Tranche K2 Facility" means the VAT Facility to be made available to WFH under the Tranche K Facility Agreement.

"Tranche K Facility Agreement" means the facility agreement dated the date of the Security Document between WFH and the Lenders.

"Tranche L Facilities" means the Tranche L1 Facility and the Tranche L2 Facility and the **"Tranche L Facility"** shall mean either of them.

Short particulars of all the property mortgaged or charged

"Tranche L1 Facility" means the term loan facility to be made available to WFH under the Tranche L Facility Agreement.

"Tranche L2 Facility" means the VAT Facility to be made available to WFH under the Tranche L Facility Agreement.

"Tranche L Facility Agreement" means the facility agreement dated the date of the Security Document between the Tranche L Borrower and the Lenders.

"Tranche M Facilities" means the Tranche M1 Facility and the Tranche M2 Facility and the **"Tranche M Facility"** shall mean either of them.

"Tranche M1 Facility" means the term loan facility to be made available to WFH under the Tranche M Facility Agreement.

"Tranche M2 Facility" means the VAT Facility to be made available to WFH under the Tranche M Facility Agreement.

"Tranche M Facility Agreement" means the facility agreement dated the date of the Security Document between WFH and the Lenders.

"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 (as defined in clause 31.1 (*Assignments and transfers by the Lenders*) of the Common Terms Agreement), 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.

"Turbine Sites" means the sites outlined in red on the Plan.

"VAT Facility" means each of the Tranche C2, D2, F2, G2, H2, J2, K2, L2 and M2 Facilities and any VAT Facility made available to a Future Wind Farm Company and **"VAT Facilities"** means any of them.

"Viridian" means Viridian Energy Supply Limited, Viridian Group plc and/or Viridian Power and Energy Limited.

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

"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 Facilities and Tranche I Facility.

"Wind Farm" means the wind farm to be erected on the Charged Property including *inter alia* the wind procured electricity generating turbines, electricity sub-station, mast, access roads and other infrastructure related to the Project Documents.

"Wind Farms" means each of:

Name of Company

Black Hill Wind Farm Limited

Company Number

04493876

Short particulars of all the property mortgaged or charged

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

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CHWP000

COMPANIES FORM No. 398

Certificate of registration in Scotland or Northern Ireland of a charge comprising property situate there

398

Pursuant to section 398(4) of the Companies Act 1985

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--

04493876

Name of company

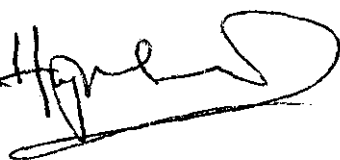
* insert full name
of company

* BLACK HILL WIND FARM LIMITED (the "company")

I HUGH DOUGLAS IAN SMITH, writer to the Signet
of SHEPHERD & WEDDERBURN LLP, SALTIRE COURT,
20 CASTLE TERRACE, EDINBURGH EH1 2ET

* give date and
parties to chargecertify that the charge * dated 15 January 2007 made between The Bank
of Tokyo-Mitsubishi (UK) Ltd. and the Company† delete as
appropriateof which a true copy is annexed to this form was presented for registration on 26 January 2007
in [Scotland] ~~in [Scotland]~~ :

Signed

Date 13/02/07Presenter's name address and
reference (if any) :

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000
Ref: John Pickett (Ext.5926)

For official Use (02/06)
Mortgage Section

Post room

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04493876

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A VARIATION OF A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON 26 JANUARY 2007 AND DATED THE 15th JANUARY 2007 AND CREATED BY BLACK HILL WIND FARM LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER OBLIGOR TO ANY FINANCE PARTY ON ANY ACCOUNT WHATSOEVER 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 13th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th FEBRUARY 2007.

2C Angeles



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES