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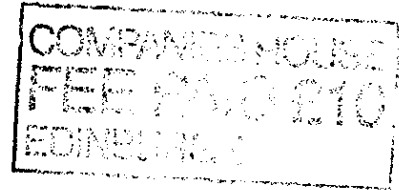
COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland

410

Please do not
write in
this margin

Pursuant to section 410 of the Companies Act 1985



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

*
insert full name
of company

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

SC180874

Name of company

* Summerston Energy Limited (the "Assignor")

Date of creation of the charge (note 1)

Executed 13th and 26th January 2000 and intimated 7th February 2000

Description of the instrument (if any) creating or evidencing the charge (note 1)

Scottish Assignment in Security (the "Charge")

Amount secured by the charge

All present and future obligations and liabilities of the Assignor to the Bank under the Charge and under the Facility Agreement, each other Finance Document and/or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations thereunder to indemnify the Bank (the "Secured Liabilities").

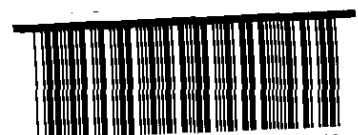
Names and addresses of the persons entitled to the charge

The Governor and Company of the Bank of Scotland acting through its Corporate Banking Division at
Orchard Brae House, 30 Queensferry Road, Edinburgh EH4 2UG (the "Bank").

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

Dundas & Wilson CS
Saltire Court
20 Castle Terrace
EDINBURGH EH1 2EN
Ref: AFN/KEK/MPS/BOS001.0574

For official Use
Charges Section



SCT S2UNTNWN 0092
COMPANIES HOUSE 11/02/00
COMPANIES HOUSE 09/02/00

Short particulars of all the property charged.

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write in
this margin

In security of the due and punctual payment and performance by the Assignor of the Secured Liabilities, the Assignor has assigned to the Bank its whole right, title, interest and benefit in and to:-

- (i) the PCP Documents;
- (ii) the Insurances;
- (iii) the Bank Accounts; and
- (iv) all Rights of the Assignor relative to each of the PCP Documents, the Bank Accounts and the Insurances.

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

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

(a) The security hereby granted by the Assignor and any security interest constituted by the Assignor, pursuant to this Charge shall rank in point of security in priority to the floating charge created by the Floating Charge.

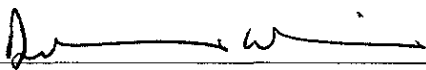
(b) Save as provided in (a) above, the security created by, or any security interest constituted pursuant to, this Charge shall rank in priority in point of security to all other Encumbrances created or subsisting from time to time over all or any part of the Assigned Rights.

(c) The Assignor has undertaken that it shall not during the Security Period create, incur, assume or permit to subsist any Encumbrance on all or any part of the Assigned Rights save for any Permitted Encumbrance.

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

Signed



Date

8/2/2000

On behalf of ~~[company]~~ [chargee]†

† delete as
appropriate

Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. The address of the Registrar of Companies is:-

Companies Registration Office,
37 Castle Terrace,
Edinburgh EH1 2EB

Definitions referred to in the foregoing Form 410 relating to a Scottish Assignment in Security dated 13th and 26th January 2000 and intimated on 7th February 2000 and made between Summerston Energy Limited and The Governor and Company of the Bank of Scotland

Accession Deed has the meaning ascribed to it in the Guarantee and Debenture;

Assigned Rights means the assets and rights assigned or to be assigned in security by or pursuant to this Charge;

Bank Accounts means all sums now or hereafter standing to the credit of any bank account held by or for the benefit of the Assignor and all interest and other accruals thereon and the debt represented thereby and all rights, titles, benefit and interest of the Assignor 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 Assignor 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;

Borrower means Ridgewood Renewable Projects Limited (formerly CLP Projects 2 Limited) (Company No. 3465468) whose registered office is at 20-22 Queen Street, Mayfair, London W1X 7PJ;

Chelson Project means together, the Chelson 1 Project and the Chelson 2 Project;

Chelson 1 Project is as defined in the Facility Agreement;

Chelson 2 Project is as defined in the Facility Agreement;

Debtor Party means the Borrower, 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 GES Installer's Direct Agreements, the Equipment Supplier's Direct Agreements, the Operator's Direct Agreements, the CLPS Services Direct Agreement, the Purchasers' Direct Agreements, the Ridgewood CLP Services Direct Agreement (all as defined in the Facility Agreement) and any other agreement designated as such prior to the date of execution of the Facility Agreement by the Bank and the Borrower in writing;

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;

Facility Agreement means the facility agreement dated 12th March 1998 between the Borrower, the Assignor, the other Project Companies and the Bank as amended by (i) an extension letter dated 1st April 1999 and (ii) a Supplemental Agreement and includes reference to all amendments and variations thereof and supplements thereto from time to time in force;

Finance Documents means the Facility Agreement, the Security Documents, the Letters of Subordination, the Direct Agreements, the Insurance Programme and any other document designated as such by the Bank and the Borrower;

Insurance Programme is as defined in the Facility Agreement;

Insurances means the documents particulars of which are set out in Part II of the Schedule attached to the Charge;

Letter of Subordination means, in respect of each Project Company, the letter of subordination dated on or about the date of execution of the Facility Agreement entered into or to be entered into between such Project Company (1) the Bank (2) and a Subordinated Creditor (3) in the Required Form;

Parent means Ridgewood Renewables Limited (formerly Combined Landfill Projects Limited), Company No. 02635812, whose registered office is at 20-22 Queen Street, Mayfair, London W1X 7PJ;

PCP is as defined in the Facility Agreement;

PCP Documents means the documents, particulars of which are set out in Part I of the Schedule attached to the Charge;

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.

Project Companies means the companies whose respective names, registered numbers and registered offices are set out in Part I of the Schedule annexed hereto;

Project Costs is as defined in the Facility Agreement;

Project Company Loan Cap is as defined in the Facility Agreement;

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

Rights in relation to any contract, agreement or arrangement includes:-

- (a) the right to receive all and any moneys payable thereunder;
- (b) the proceeds of any payment thereunder;
- (c) all claims for damages for any breach thereof (except for a breach by the Assignor);

- (d) the benefit of all warranties and indemnities contained therein;
- (e) any right to terminate the same; and
- (f) the right to perform and observe the provisions of the same and to compel the performance and observance of the same;

Security Documents means:-

- (a) a composite guarantee and debenture, entered into between the Borrower, each English Subsidiary (as defined in the Schedule annexed hereto) and the Bank (the "**Guarantee and Debenture**") together with any supplemental debenture entered into between any of the foregoing pursuant to the terms of this Agreement;
- (b) a bond and floating charge, entered into between the Assignor and the Bank (the "**Bond and Floating Charge**");
- (c) the Charge;
- (d) a guarantee, granted by the Assignor in favour of the Bank;
- (e) a pledge over its interest in the issued share capital of the Assignor entered into between the Borrower and the Bank;
- (f) a first legal mortgage over its interest in the issued share capital of the Borrower entered into between the Parent and the Bank;
- (g) a standard security, entered into between the Assignor and the Bank; and
- (i) each Accession Deed,

all in the Required Form;

Security Period means the period beginning on the date of execution of the Charge and ending on the date upon which all the Secured Liabilities which have arisen or which may arise have been irrevocably paid and discharged or the security hereby created has been finally released and discharged;

Subordinated Creditors:

- (a) means the Parent in its capacity as provider of a subordinated loan to each Project Company pursuant to the terms of the Parent Subordinated Finance Documents; and
- (b) each other person or entity from time to time providing any loan or similar capital to a Project Company 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 therefore in accordance with the terms of any Finance Document;

Subordinated Finance Documents means:

- (a) in respect of each Project Company, the Subordinated Loan Facility Agreement entered into between such Project Company and the Parent dated 31st March 1998 or, in the case of Chelson and the Chelson 2 Project, 1st July 1999 pursuant to which the Parent is to make available to such Project Company a term loan in an aggregate amount of 20% of the estimated Project Costs of its PCP provided that such amount shall not at any time exceed such Project Company's Project Company Loan Cap (together, the "**Parent Subordinated Finance Documents**"); and
- (b) each other document pursuant to which a Subordinated Creditor makes any loan or similar capital available to a Project Company, 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; and

Supplemental Agreement means the supplemental agreement dated 1st July 1999 and made between the Borrower, the Assignor, the other Project Companies and the Bank.

Construction In this Form 410, unless the context or any express provision of this Form 410 otherwise requires:-

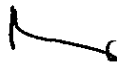
1. words importing the singular shall include the plural and vice versa;
2. the term **assets** includes properties and rights of every kind, present, future and contingent (including uncalled share capital), and every kind of interest in an asset;
3. a reference to any Debtor Party shall, subject to Clause 27 of the Facility Agreement, be deemed to be a reference to or include, as appropriate, their respective permitted successors and assigns or transferees;
4. all references to statutes and other legislation include all modifications, re-enactments and amendments thereof; and
5. a reference to this Form 410 or to another agreement or document shall be construed as including a reference to all permitted amendments, variations or novations thereof or supplements thereto from time to time in force.



THE SCHEDULE

Part I - Project Companies

Company	Company No.	Registered Office/Place of Incorporation
(A) English Subsidiaries		
Bellhouse Energy Limited	3466081	20-22 Queen Street, Mayfair, London W1X 7PJ England
Whinney Hill Energy Limited	3466084	20-22 Queen Street, Mayfair, London W1X 7PJ England
Chelson Meadow Energy Limited	3363593	20-22 Queen Street, Mayfair, London W1X 7PJ England
United Mines Energy Limited	3267862	20-22 Queen Street, Mayfair, London W1X 7PJ England
(B) Scottish Subsidiary		
Summerston Energy Limited	180874	11 Walker Street, Edinburgh EH3 7NE Scotland



This is Clause 27 of the Facility Agreement referred to in the foregoing definitions relative to the Form 410

27. **ASSIGNMENT AND TRANSFER**

- 27.1 **Benefit of Agreement** This Agreement shall be binding upon and inure to the benefit of the Borrower, the Bank and their respective successors and permitted assignees and transferees.
- 27.2 **Assignment by Borrower** The Borrower may not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of the Bank.
- 27.3 **Assignment by Bank** The Bank may with the prior written consent of the Borrower (such consent not to be unreasonably withheld or delayed) assign or transfer all or any part of its rights, benefits and obligations hereunder to another bank (an "assignee") which is carrying on a bona fide banking business in the United Kingdom. This sub-clause shall not, for the avoidance of doubt, apply to a sub-participation of all or any part of the rights and benefits of the Bank hereunder which may be effected from time to time at the discretion of the Bank.
- 27.4 **Novation** A transfer of obligations shall only be effective if the assignee has confirmed to the Borrower, prior to the transfer taking effect, that it undertakes to be bound by the terms of this Agreement as a bank in form and substance satisfactory to the Borrower; on any such transfer being made, the assignor shall be relieved of its obligations to the extent that they are transferred to the assignee. A proportion of the assignor's rights under the Security Documents equal to the proportion of the assignor's rights under this Agreement being transferred or assigned, shall automatically be assigned or transferred, as appropriate, to the assignee at the same time as the rights under this Agreement. Such transfer shall take effect by way of novation.
- 27.5 **Information** The Bank may subject to this Clause 27 disclose to a potential assignee or sub-participant such information about the Borrower as it may possess, subject further to imposing a requirement on such potential assignee or sub-participant to keep the information supplied to it confidential.
- 27.6 **Facility Office** The Bank may change its lending office hereunder from time to time by not less than five Business Days' prior notice to the Borrower to another lending office within the United Kingdom.





**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 180874

I hereby certify that a charge created by

SUMMERSTON ENERGY LIMITED

on 7 FEBRUARY 2000

for securing ALL SUMS DUE, OR TO BECOME DUE

in favour of

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

was delivered pursuant to section 410 of the Companies Act, 1985,
on 11 FEBRUARY 2000

Given at Companies House, Edinburgh
15 FEBRUARY 2000



C O M P A N I E S H O U S E



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

REGISTER of Charges, Alterations to Charges,

COMPANY: SC180874 CHARGE: 3

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
11/02/2000		7/ 2/00 ASSIGNATION IN SECURITY		ALL SUMS DUE, OR TO BECOME DUE	IN SECURITY OF THE DUE AND PUNCTUAL PAYMENT AND PERFORMANCE BY THE ASSIGNOR OF THE SECURED LIABILITIES , THE ASSIGNOR HAS ASSIGNED TO THE BANK ITS WHOLE RIGHT TITLE INTEREST AND BENEFIT IN AND TO	THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND

Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC180874 CHARGE: 3

(8) In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	(9) In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	(10) Amount or rate per cent of the Commission Allowance or discount	(11) Memoranda of Satisfaction	(12) Receiver		
				Name	Date of Appointment	Date of Ceasing to act