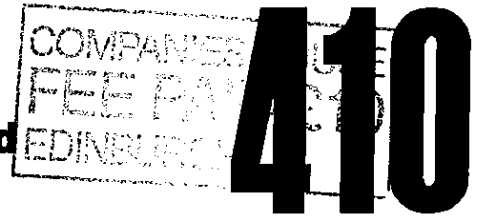


M

COMPANIES FORM No. 410(Scot)

Particulars of a charge created by a company registered in Scotland



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

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

For official use

Company number

4

SC180874

Name of company

* SUMMERSTON ENERGY LIMITED (the "Chargor")

*
insert full name
of company

Date of creation of the charge (note 1)

Executed 28th and 30th June 2000

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

Bond and Floating Charge (the "Floating Charge")

Amount secured by the charge

All present and future obligations and liabilities of the Chargor to the Bank under the Floating 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 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

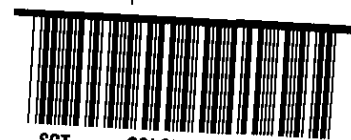
The Governor and Company of the Bank of Scotland, acting through its Corporate Banking
Division based at Orchard Brae House, 30 Queensferry Road, Edinburgh EH4 2UG (the "Bank")

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

Dundas & Wilson CS
Saltire Court
Castle Terrace
Edinburgh EH1 2EN
Ref: BPK/MPS/BOS001.0643

For official Use
Charges Section

Post room



SCT S8L6HRWV 0189
COMPANIES HOUSE 04/07/00

Short particulars of all the property charged.

Please do not
write in
this margin

The whole of the property (including uncalled capital) which is or may be from time to time while the Floating Charge is in force comprised in the property and undertaking of the Chargor (the "Charged Assets").

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 Floating Charge shall, subject to Section 464(2) of the Act, rank in priority to any fixed security which shall be created by the Chargor after its execution, other than a fixed security in favour of the Bank for itself and/or as trustee aforesaid, and to any other floating charge which shall be created by the Chargor after its execution and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the Floating Charge.

(b) Except with the prior written consent of the Bank, the Chargor shall not during the Security Period create, incur, assume or permit to subsist any Encumbrance on all or any part of the Charged Assets except for any Permitted Encumbrances.

(c) Except with the prior written consent of the Bank or as expressly permitted by the terms of any Finance Document, the Chargor shall not sell, feu, transfer, lease, hire out, lend, discount, factor, charge or otherwise dispose of, deal in or remove all or any of the Charged Assets.

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

N/A

Signed  Date 4 July 2006

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 applicable to the foregoing Companies Form 410 in respect of a Bond and Floating Charge dated 28th and 30th June 2000 and made between Summerston Energy Limited and The Governor and Company of the Bank of Scotland

the "Act" means the Companies Act 1985;

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

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

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

"**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 and any other agreement designated as such prior to the date hereof by the Bank and the Borrower in writing (each as defined in the Facility Agreement);

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

"**English Subsidiaries**" has the meaning given to it in the Facility Agreement;

"**Facility Agreement**" means the facility agreement dated on or about the date of the Floating Charge among the Borrower, the Chargor, the other Project Companies and the Bank whereby the Bank made credit facilities of up to £13,334,000 available to the Borrower and includes reference to all amendments and variations therefore and supplements thereto from time to time in force;

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

"**Guarantor Accession Deed**" is the Accession Deed as defined in the Guarantee and Debenture;

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

"**Hedging Policy Letter**" means the letter from the Borrower addressed to the Bank in the Required Form setting out the hedging policy agreed by the Borrower;

"**Insurance Programme**" means, in relation to a Project Company, the programme of insurances required by the Bank from time to time following consultation with the Bank Engineer and the Bank Insurance Consultant and notified to the relevant Project Company and being substantially in the form set out in Schedule 6;

"New Letter of Subordination" means the letter of subordination whereby the Parent agrees with the Bank that, inter alia, the claims of the Parent against the Borrower under the relevant Subordinated Loan Agreement and/or against any Project Company are subordinated to the claims of the Bank under this Agreement;

"Option" means the option agreement of even date herewith between Ridgewood UK and Arbutus Projects Limited;

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

"Permitted Encumbrances" means:-

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

"Project Company" has the meaning given to it in the Facility Agreement;

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

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

"Scottish Subsidiary" has the meaning given to it in the Facility Agreement;

"Security Documents" means:-

- (a) a composite guarantee and debenture, entered into between the Borrower, RRP, each English Subsidiary and the Bank (the **"Guarantee and Debenture"**) together with any supplemental debenture entered into between any of the foregoing pursuant to the terms of the Facility Agreement (each a **"Supplemental Debenture"**);
- (b) a bond and floating charge, entered into between any Scottish Subsidiary and the Bank (the **"Bond and Floating Charge"**);
- (c) an assignment, entered into between any Scottish Subsidiary and the Bank (the **"Assignment"**);
- (d) a guarantee, granted by any Scottish Subsidiary in favour of the Bank (the **"Guarantee"**);
- (e) a pledge over its interest in the issued share capital of any Scottish Subsidiary entered into between the Borrower and the Bank (the **"Shares Pledge"**);
- (f) a first legal mortgage over its interest in the issued share capital of the Borrower and RRP entered into between the Parent and the Bank (the **"Shares Mortgage"**);

(g) a standard security, entered into between any Scottish Subsidiary and the Bank (the "Standard Security"); and

(h) each Guarantor Accession Deed;

in the Required Form;

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

Unless the context or any express provision of the Facility Agreement otherwise requires:-

- 1.1 words importing the singular shall include the plural and vice versa;
- 1.2 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;
- 1.3 a reference to a person shall be constituted and including references to an individual, firm, company, corporation, incorporated body, person or any state or agency thereof and shall be deemed to be a reference to or include, as appropriate, any permitted successor, and assign or transferee of such person;
- 1.4 all references to statutes and other legislation include all modifications, re-enactments and amendments thereof; and
- 1.5 a references to (or to any specified provision of) this Agreement or to another agreement or document shall be constructed as including a reference to all permitted amendments, variations or novations thereof or supplements thereto from time to time in force.





**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

Company number 180874

I hereby certify that a charge created by

SUMMERSTON ENERGY LIMITED

on 30 JUNE 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 4 JULY 2000

Given at Companies House, Edinburgh
6 JULY 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: 4

(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 acquisition 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
04/07/2000		30/ 6/00 BOND & FLOATING CHARGE		ALL SUMS DUE, OR TO BECOME DUE	UNDERTAKING AND ALL PROPERTY AND ASSETS PRESENT AND FUTURE OF THE COMPANY INCLUDING UNCALLED CAPITAL	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: 4

(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
COMPANY ARE EXPRESSLY PROHIBITED FROM CREATING SUBSEQUENT FIXED SECURITY HAVING PRIORITY OVER OR RANKING EQUALLY WITH THE FLOATING CHARGE						