



Registration of a Charge

Company name: **WHITESIDE HILL WINDFARM HOLDINGS LIMITED**

Company number: **SC502626**



X4JFFIEZ

Received for Electronic Filing: **04/11/2015**

Details of Charge

Date of creation: **26/10/2015**

Charge code: **SC50 2626 0002**

Persons entitled: **SSE RENEWABLES DEVELOPMENTS (UK) LIMITED AND ITS PERMITTED SUCCESSORS, TRANSFEREES AND ASSIGNEES**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**GORDON HAY FOR AND ON BEHALF OF CMS CAMERON
MCKENNA LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 502626

Charge code: SC50 2626 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th October 2015 and created by WHITESIDE HILL WINDFARM HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2015 .

Given at Companies House, Edinburgh on 5th November 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

(1) WHITESIDE HILL WINDFARM HOLDINGS LIMITED

in favour of

(2) SSE RENEWABLES DEVELOPMENTS (UK) LIMITED

SHARE PLEDGE
Re shares in Whiteside Hill Windfarm (Scotland) Limited


Pinsent Masons

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SHARE PLEDGE by

- (1) **WHITESIDE HILL WINDFARM HOLDINGS LIMITED** incorporated in Scotland (Company Number SC502626) whose registered office is at 13 Queens Road, Aberdeen, AB15 4YL (the "Pledgor")

in favour of

- (2) **SSE RENEWABLES DEVELOPMENTS (UK) LIMITED** incorporated in Northern Ireland (Company Number NI043294) whose registered office is at Millennium House, 17-25 Great Victoria Street, Belfast, BT2 7AQ (the "Security Holder")

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Security unless the context requires otherwise:

"Additional Shares" means any shares in the Company (other than the Existing Shares) including any such shares comprised in Related Rights, at any time hereafter beneficially owned by the Pledgor

"Appropriated Value(s)" means the value(s) at which the Pledged Assets are appropriated (in whole or part) in or towards payment or satisfaction of the Secured Obligations pursuant to clause 7.1.2

"BEWAL" means Blue Energy Whiteside Acquisition Limited (Registered number: 9528956) whose registered office is at 10 West Street, Alderley Edge, Cheshire, SK9 7EG

Blackcraig Discharge Date means the date on which the Blackcraig Deferred Consideration has been fully and unconditionally paid

Blackcraig HoldCo means Blackcraig Windfarm Holdings Limited (registered number: SC502633) whose registered office is at 13 Queens Road, Aberdeen, AB15 4YL

Blackcraig SPV means Blackcraig Wind Farm (Scotland) Limited (registered number SC493311) whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, Scotland, PH1 3AQ

"Chargor Group" means:

- (a) BEWAL;
- (b) the Pledgor;
- (c) Blackcraig HoldCo;
- (d) the Company; and
- (e) Blackcraig SPV.

provided that, on and from the Blackcraig Discharge Date, Blackcraig HoldCo and Blackcraig SPV shall cease to be a member of the Chargor Group for the purposes of this Security

"Company" means the company specified in the Schedule

"Deferred Obligations"	Payment	means the payment obligations of BEWAL under clauses 5.3 (<i>Blackcraig Deferred Consideration</i>), 5.7 (<i>Whiteside Hill Deferred Consideration</i>) and 5.10 (<i>Whiteside Hill Additional Deferred Consideration</i>) of the Sale and Purchase Agreement
"Event of Default"		<p>means the occurrence of either of the following:</p> <ul style="list-style-type: none"> (a) an Insolvency Event in relation to any member of the Chargor Group, provided that no Event of Default shall occur in respect of any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement; or (b) a failure by the Pledgor, or BEWAL or any other member of the Chargor Group (as the case may be) to pay or fulfil the Secured Obligations which are payment obligations on: <ul style="list-style-type: none"> (i) the due date for payment (in respect of the Deferred Payment Obligations); or (ii) the date falling 2 Business Days following the service of demand therefor by the Security Holder on the Pledgor, BEWAL or any other member of the Chargor Group (as the case may be), in respect of payment obligations other than the Deferred Payment Obligations; or (c) any member of the Chargor Group fails to perform any of its material obligations (other than payment obligations) pursuant to the terms of any Security Document
"Existing Shares"		means the shares set out in the Schedule representing 100 per cent. of the issued share capital of the Company as at the date of this Security
"Insolvency Event"		<p>means, in respect of any entity, any corporate action, legal proceedings or other procedure or step is taken in relation to:</p> <ul style="list-style-type: none"> (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of that entity; (b) a composition, compromise, assignment or arrangement with any creditor of that entity; (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of that entity or any material part of its assets, <p>or any analogous procedure or step is taken in any jurisdiction</p>
"Pledged Assets"		means the Existing Shares, the Additional Shares and the Related Rights
"the Regulations"		means the Financial Collateral Arrangements (No 2) Regulations 2003

"Related Rights"	means all dividends, interest, distributions and other rights of whatever nature now or hereafter payable on or arising or accruing in respect of the Shares including, without limiting that generality, all shares or other securities (and dividends, interest, distributions and other rights relating thereto) offered or otherwise arising or accruing by way of redemption, bonus, substitution, exchange or otherwise in respect of the Shares
"Road Upgrade Payment Date"	means the date on which the Road Upgrade Payment Obligations have been fully and unconditionally discharged
"Road Upgrade Payment Obligations"	means the payment obligations of BEWAL under clause 5.9.7 (<i>Whiteside Hill Access Adjustment</i>) of the Sale and Purchase Agreement
"Schedule"	means the Schedule annexed as relative to this Security
"Sale and Purchase Agreement"	means the agreement for the sale and purchase of the entire issued share capital of the Company and its subsidiaries, dated 29 May 2015 entered into between BEWAL and the Security Holder, as amended, supplemented, novated, extended or restated from time to time
"Secured Obligations"	means the Deferred Payment Obligations, the Road Upgrade Payment Obligations, the VAT Payment Obligations and all or any monies, liabilities and obligations due by any member of the Chargor Group under the Security Documents
"this Security"	means these presents, (including the Schedule) as amended, supplemented, novated, extended or restated from time to time
"Security Documents"	means: <ul style="list-style-type: none"> (a) this Security; (b) the floating charge granted by the Pledgor in favour of the Security Holder on 29 May 2015; (c) the floating charge granted by the Company in favour of the Security Holder on 29 May 2015; (d) the floating charge granted by Blackcraig HoldCo in favour of the Security Holder on 29 May 2015; (e) the floating charge granted by Blackcraig SPV in favour of the Security Holder on 29 May 2015; (f) the share pledge(s) granted by BEWAL in favour of the Security Holder on 29 May 2015 over the shares held by it in the Company, the Pledgor and Blackcraig HoldCo; (g) the share pledge granted by the Company in favour of the Security Holder on 29 May 2015 over the shares held by it in Blackcraig SPV; and (h) the share pledge granted on or about the date of this Security by Blackcraig HoldCo in favour of the Security Holder over the shares held by it in Blackcraig SPV, <p>provided that any such document shall cease to be a Security</p>

Document for the purposes of this Security on and from the date it is discharged by the Security Holder

- "Shares"** means the Existing Shares and the Additional Shares
- "VAT Payment Date"** means the date on which the VAT Payment Obligations have been fully and unconditionally discharged
- "VAT Payment Obligations"** means the payment obligations of BEWAL under clause 4.8.2 (*VAT Payments*) of the Sale and Purchase Agreement

1.2 Sale and Purchase Agreement definitions

In this Security, unless the context requires otherwise, terms defined in clause 1.1 (*Interpretation*) of the Sale and Purchase Agreement shall have the same meaning in this Security.

1.3 Interpretation

In this Security unless the context requires otherwise:

- 1.3.1 words importing the singular shall include the plural and vice versa;
- 1.3.2 references to this Security or any other document shall be construed as references to this Security or such other document as amended, supplemented, novated, extended or restated from time to time;
- 1.3.3 references to any statute or statutory provision (including any subordinate legislation) shall include any statute or statutory provision for the time being in force which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- 1.3.4 references to a "person" shall include any individual, firm, company, corporation, body, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality);
- 1.3.5 any reference to the Security Holder includes its permitted successors, transferees and assignees;
- 1.3.6 references to a document "in the agreed form" means a document in a form agreed by the Pledgor and the Security Holder and initialled by, or on behalf of, each of them for the purpose of identification as such; and
- 1.3.7 "tax" means all forms of taxation, duties, imposts and levies whatsoever in the nature of taxation whenever and wherever imposed, including (but without limitation) all stamp duties, imposts, duties, capital and revenue taxes and value added tax, and "taxes" and "taxation" shall be construed accordingly.

1.4 Headings

The table of contents and the headings in this Security are included for convenience only and shall be ignored in construing this Security.

2. SECURITY

2.1 Security

In security for the payment and discharge by BEWAL and the other members of the Chargor Group of the Secured Obligations when the same fall due for payment or discharge under the terms of the

Sale and Purchase Agreement or the relevant Security Document (as the case may be) the Pledgor hereby:

- 2.1.1 pledges and assigns the Existing Shares and Related Rights to which it is entitled at the date hereof to the Security Holder on the terms and conditions specified in this Security; and
- 2.1.2 undertakes to pledge and assign any Additional Shares and Related Rights to which it becomes entitled after the date hereof to the Security Holder in accordance with the provisions of this Security and in substantially the same form as this Security (or such other form as the Security Holder may approve).

2.2 Transfer (Certificated Shares)

- 2.2.1 In respect of Shares held in certificated form, immediately upon the execution of this Security, the Pledgor shall deliver to the Security Holder a valid executed transfer or transfers of all Existing Shares so held in favour of the Security Holder or its nominee, together with the relevant share certificate(s) and procure and evidence to the satisfaction of the Security Holder the registration of such Existing Shares in the name of the Security Holder or its nominee in the register of members of the Company in accordance with the articles of association of the Company.
- 2.2.2 On or prior to the date of execution of this Security, the Pledgor shall exhibit evidence satisfactory to the Security Holder that the transfer of such Existing Shares to the Security Holder or its nominee has been approved by the board of directors of the Company and/or registered in accordance with the articles of association, and deliver or procure the delivery to the Security Holder of (a) share certificate(s) in name of the Security Holder or its nominee in respect of such Existing Shares.
- 2.2.3 If the Pledgor becomes entitled to or acquires any Additional Shares so held, it shall promptly (and in any event within 5 Business Days) notify the Security Holder and immediately on request by the Security Holder transfer them to the Security Holder or its nominee in accordance, *mutatis mutandis*, with the preceding provisions of this clause 2.2.
- 2.2.4 Without prejudice to the provisions of Chapter 25 of the Companies Act 2006, this Security shall be deemed not to have been completed until clauses 2.2.1 and 2.2.2 have been complied with to the satisfaction of the Security Holder.

2.3 Prohibition of other securities etc

Unless the Security Holder otherwise agrees in writing, the Pledgor shall not assign or create or permit any form of security, charge or encumbrance to arise over the Pledged Assets or any part thereof (other than any other security granted in favour of the Security Holder) or transfer or purport to transfer any of the Pledged Assets until the Secured Obligations have been fully and unconditionally paid or discharged.

3. PROTECTION OF SECURITY

3.1 Continuing security

This Security shall be a continuing security notwithstanding any intermediate payment or satisfaction of the Secured Obligations and shall remain in force until the Secured Obligations have been fully and unconditionally paid and discharged.

3.2 No prejudice

This Security shall be in addition to and independent of and shall not in any way prejudice or be prejudiced by any other security, right or remedy which the Security Holder may now or at any time hereafter hold for all or any part of the Secured Obligations.

3.3 No waiver

Failure or delay on the part of the Security Holder in exercising any right, power or discretion under or pursuant to this Security shall not operate as a waiver thereof, nor will any single or partial exercise of any such right, power or discretion preclude any other or further exercise thereof. The rights, powers and discretions contained in this Security are in addition to and not substitution for any right of set-off, compensation, retention, combination of accounts, lien or other right or remedy provided by law.

3.4 Severability

The provisions of this Security shall be severable and distinct from one another and if at any time one or more of such provisions is or becomes or is declared void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Security shall not in any way be affected or impaired thereby.

3.5 Further assurance

The Pledgor shall promptly after being requested to do so by the Security Holder do all such acts and things and execute and deliver all such documents as the Security Holder may reasonably require for perfecting or protecting the security created by or pursuant to this Security in respect of the Pledged Assets or its priority or (after this Security has become enforceable) for facilitating the realisation or application of the Pledged Assets and the exercise of the rights, powers and discretions conferred on the Security Holder under this Security.

4. POWER OF ATTORNEY

4.1 Appointment

The Pledgor hereby irrevocably appoints the Security Holder as its attorney on its behalf and in its name or otherwise, at such times and in such a manner as the attorney may think fit:

4.1.1 to do anything which the Pledgor is obliged to do (but has not done) under this Security; and

4.1.2 generally to exercise all or any of the rights, powers and discretions conferred on the Security Holder in relation to the Pledged Assets under this Security.

4.2 Ratification

The Pledgor hereby ratifies and confirms and agrees to ratify and confirm whatever its attorney may do or purport to do in the exercise or purported exercise of the power of attorney given by the Pledgor under this clause 4.

4.3 Exercise of power

The appointment effected under clause 4.1 (*Appointment*) shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing, unwaived or unremedied or if the Pledgor does not fulfil any of its obligations under clause 3.5 (*Further assurance*) within 5 Business Days of notice from the Security Holder to do so.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The Pledgor represents and warrants to the Security Holder that:

5.1.1 it is duly incorporated and validly existing under the law of Scotland;

5.1.2 it has the power to grant this Security and perform its obligations hereunder;

- 5.1.3 it has taken all necessary corporate action to authorise the execution and delivery of this Security and the performance of its obligations hereunder;
- 5.1.4 the grant of this Security and the performance of its obligations hereunder will not contravene any law, regulation or agreement to which the Pledgor is a party or by which it is bound, or cause any limitation on any of the powers of the Pledgor however imposed, or the right or ability of its directors to exercise any of such powers, to be exceeded;
- 5.1.5 all authorisations required for the creation, performance, validity and enforceability of this Security by the Pledgor:
 - (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Security; and
 - (b) to enable it to create any security expressed to be constituted by it or pursuant to, or, as the case may be, any security expressed to have been constituted by it and to be evidenced in, this Security and to ensure that such security has the priority and ranking it is expressed to have,

have been obtained and are in full force and effect;
- 5.1.6 this Security constitutes its legal, valid, binding and enforceable obligations and shall, on registration of the transfer of Shares in the register of members of the Company pursuant to this Security, and, subject only to registration of this Security with Companies House, constitute a first ranking security interest over the Shares in accordance with its terms; and
- 5.1.7 it is the absolute unencumbered sole legal and beneficial owner of, and has full right and title to the Existing Shares and Related Rights in respect thereof.

5.2 Representations on behalf of Pledgor and Chargor Group

The Pledgor represents and warrants to the Security Holder on behalf of itself and the Chargor Group that:

- 5.2.1 no Event of Default has occurred under any Security Document;
- 5.2.2 there has been no breach, default or non-compliance pursuant to any Security Document;
- 5.2.3 no Event of Default, breach, default or non-compliance pursuant to any Security Document would occur as a result of the creation of this Security; and
- 5.2.4 all of the Security Documents remain in full force and effect.

6. THE SHARES

6.1 Voting rights

Unless an Event of Default has occurred and is continuing, unwaived or unremedied, the Pledgor shall be entitled to exercise the voting rights attaching to the Shares as it thinks fit. Otherwise, such voting rights may be exercised by the Security Holder as it thinks fit.

6.2 Dividends etc

- 6.2.1 Unless an Event of Default has occurred and is continuing, unwaived or unremedied, the Security Holder shall (subject always to clause 6.2.2) account to the Pledgor for all dividends, interest and other distributions it has received in respect of the Shares and shall, if so requested by the Pledgor, complete and deliver an appropriate dividend mandate or mandates.

- 6.2.2 After the occurrence of an Event of Default which is continuing, unwaived or unremedied, the Security Holder may retain all such dividends, interest and distributions and apply them in or towards settlement of the Secured Obligations on the same basis as proceeds under clause 7 (*Enforcement*).
- 6.2.3 The Security Holder shall promptly pass on to the Pledgor all notices or other communications (or a copy thereof) it may receive from the Company in relation to the Shares.
- 6.2.4 Without prejudice to clause 2.2.2, any shares or other securities comprised in Related Rights shall be issued to and registered in the name of the Security Holder or its nominee, failing which the Pledgor shall forthwith transfer them to the Security Holder or its nominee in accordance with clause 2.2.3.

6.3 Calls etc

The Pledgor shall promptly pay any calls which may be made or meet any other obligations arising in respect of the Shares, failing which the Security Holder may (but shall not be obliged to and shall not be liable for any failure to do so) make the relevant payments or meet such obligations, the amount of which shall be repayable by the Pledgor on demand, from the date of demand until settlement and shall constitute Secured Obligations.

7. ENFORCEMENT

7.1 Powers

At any time after the occurrence of an Event of Default which is continuing, unwaived or unremedied, the Security Holder shall be entitled:

- 7.1.1 without notice to the Pledgor, either in its own name or in the name of the Pledgor or otherwise and in such manner and upon such terms and conditions as it thinks fit:
- (a) to sell, transfer, assign or otherwise dispose of the Pledged Assets by public or private sale with or without advertisement in such manner and on such terms and conditions as the Security Holder may consider expedient, and apply the proceeds in or towards payment or satisfaction of the Secured Obligations; and
 - (b) generally, without prejudice to the other provisions of this clause 7, to exercise all the rights powers and discretions in respect of the Pledged Assets it would be entitled to exercise if it were the absolute owner of the Pledged Assets, and to do all acts and things it may consider necessary or expedient for the realisation of the Pledged Assets and the application of the proceeds in or towards payment or satisfaction of the Secured Obligations, or as may be incidental to the exercise of any of the rights, powers and discretions conferred on the Security Holder under this Security, and/or
- 7.1.2 to the extent that the Regulations apply, to appropriate the Pledged Assets (in whole or part) in or towards satisfaction of the Secured Obligations at such value(s) (the "**Appropriated Value(s)**") as the Security Holder may reasonably determine having regard to valuation advice obtained by it from such independent investment management or accountancy firm as it may choose: the Pledgor agrees that this is a commercially reasonable method of valuation for these purposes: the Security Holder shall notify the Pledgor of such appropriation, and the relevant Appropriated Value(s), as soon as reasonably practicable after it has taken place.

7.2 Application of proceeds

All monies realised and/or all Appropriated Value(s) resulting from the enforcement of this Security shall be applied by the Security Holder in the following order:

- 7.2.1 in or towards payment or satisfaction of the reasonable costs and expenses incurred by the Security Holder under or in connection with this Security;
- 7.2.2 in or towards payment or satisfaction of the remaining Secured Obligations; and
- 7.2.3 in payment of any surplus (which, for the avoidance of doubt, shall be deemed to include an amount equal to any balance of Appropriated Value(s) remaining) to the Pledgor or any other person entitled thereto.

7.3 Balance

The rights powers and discretions conferred on the Security Holder under this clause 7 are subject only to its obligation to account to the Pledgor for any balance of the Pledged Assets or their proceeds or an amount equal to any balance of Appropriated Value(s), remaining after the Secured Obligations have been fully and unconditionally paid or satisfied.

7.4 Third parties

- 7.4.1 No purchaser from or other person dealing with the Security Holder or its nominee in relation to the Pledged Assets shall be concerned to enquire whether any of the powers exercised or purported to be exercised by it hereunder has become exercisable, whether any of the Secured Obligations remains outstanding, or generally as to the propriety or validity of the exercise or purported exercise of any power hereunder.
- 7.4.2 The receipt or discharge of the Security Holder shall be an absolute discharge to any purchaser or other person dealing with the Security Holder in relation to the Pledged Assets and any such purchaser or third party shall not have any obligation to enquire after or see to the application of any payments made by it to the Security Holder or at its direction.

8. DISCHARGE

8.1 Discharge

On the latest to occur of the Road Upgrade Payment Date, the VAT Payment Date and the date on which the Whiteside Deferred Consideration has been fully and unconditionally paid, the Security Holder shall:

- 8.1.1 promptly, and in any event within 10 Business Days, following a written request from the Pledgor to do so, discharge this Security; and
- 8.1.2 do all such acts and things and execute and deliver all such documents as the Pledgor may require for effecting such discharge and the re-transfer of Pledged Assets to the Pledgor.

9. MISCELLANEOUS

9.1 Assignment

- 9.1.1 The Security Holder may at any time assign the benefit of this Security or any of its rights hereunder to a party to whom it transfers its rights and obligations under the Sale and Purchase Agreement.
- 9.1.2 The Pledgor may not assign, transfer or otherwise deal with the benefit or burden of this Security or any of its rights or obligations hereunder, without the prior written consent of the Security Holder.

9.2 Entire agreement

This Security constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security.

9.3 Non-reliance

Each of the parties acknowledges and agrees that in entering into this Security it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Security or not) other than as expressly set out in this Security.

9.4 Amendments

No amendment or variation of this Security shall be effective unless it is in writing and signed by or on behalf of each of the parties.

9.5 Default Interest

Any amount which is not paid under this Security shall bear interest (both before and after judgment) at the rate set out in clause 5.11 of the Sale and Purchase Agreement.

9.6 Immediate Recourse

The Pledgor waives any right it may have of first requiring the Security Holder (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Pledgor under this Security.

9.7 Consent to registration

The Pledgor consents to the registration of this Security and of any certificate under this Security or issued in respect of the Secured Obligations for preservation and execution.

10. NOTICES

10.1 Any notice or other communication pursuant to, or in connection with, this Agreement shall be in writing in the English language and delivered by hand, or sent by first class pre-paid recorded delivery post to the party due to receive such notice at its registered office from time to time (or to such other address as may from time to time have been notified in writing to the other party in accordance with this clause 10.1).

10.2 Subject to clause 10.3, any notice or other communication shall be deemed to have been served:

10.2.1 if delivered by hand, at the time of delivery;

10.2.2 if sent by pre-paid first class recorded delivery post (other than air mail), two days after posting it.

10.3 If a notice or other communication is given or deemed given at a time or on a date which is not a Business Day, it shall be deemed to have been given on the next Business Day.

10.4 To prove service of a notice or other communication, in the case of a notice or other communication delivered by post, the envelope containing the notice or other communication was properly addressed and posted.

10.5 This clause 10 (Notices) will not apply to the service of any legal proceedings to the extent that such provisions are inconsistent with the Civil Procedure Rules.

11. **GOVERNING LAW**

This Security shall be governed by and construed in accordance with the law of Scotland and in so far as not already subject thereto the parties irrevocably submit to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents consisting of this and the 10 preceding pages and the Schedule are executed as follows:

SUBSCRIBED for and on behalf of
WHITESIDE HILL WINDFARM HOLDINGS LIMITED

at
on the 26th day
of October 2015
by [redacted] Director

Simon JOHN FOLY Full Name

before this witness:

[redacted] Witness

Brian FRUMPTON Full Name

141 Bothwell Street Address

Glasgow

SCHEDULE

This is the Schedule referred to in the foregoing Share Pledge by Whiteside Hill Windfarm Holdings Limited in favour of SSE Renewables Developments (UK) Limited

THE COMPANY AND THE EXISTING SHARES

Name of Company (1)	Registered Number (2)	Maximum amount of shares the Company may allot [Specify all classes] (3)	Issued Share Capital [specify all classes] (4)	Class and nominal value of Existing Shares (5)	Number of Existing Shares (6)
Whiteside Hill Windfarm (Scotland) Limited	SC312729	N/A	£2	2 ordinary shares of £1	2

